



EXHIBIT

**EMPLOYEE CONFIDENTIAL INFORMATION****AND****INTELLECTUAL PROPERTY AGREEMENT**

In accord with company policy applicable to me and employees in comparable positions, and in consideration of my employment or continuation of employment by Lear Corporation, Manufacturing Operations Division, or any of its subsidiary or affiliated Companies (hereinafter for convenience referred to as "Lear"), I agree as follows:

All improvements, inventions, designs, and useful ideas conceived or made by me during my employment, or for three (3) years following my employment if based upon information I learned during my employment, which relate in any way to Lear's business shall be disclosed promptly in writing, drawing, or other tangible form to Lear and shall be its exclusive property. When requested, I agree to return to Lear all tangible embodiments therein together with all copies thereof and to execute applications, assignments, and other instruments to convey to Lear the exclusive right, title, and interest therein, and to render all other assistance which Lear deems necessary to make application for and obtain patents, trademarks or copyrights in the United States and other countries. This obligation shall continue beyond the term of my employment as to improvements, inventions, designs, and useful ideas conceived or made during the periods specified above.

I also agree that I will not, either during or after my employment, disclose or use any confidential or secret information pertaining to Lear's business, without permission of Lear in writing, nor otherwise engage in any activity detrimental to Lear's interests.

ACCEPTED _____
Lear RepresentativeSIGNED Rach Boyd
Employee

DATE _____

DATE 17 Oct 2001